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## PART IV

### Advertisement and Notices by Private Individuals and Private Bodies

#### NOTIFICATION BY THE CALCUTTA WHEAT AND SEEDS ASSOCIATION

The approval of the Secretary, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with S.O. No. 2462 dated the 24th November 1958, has been obtained to the following amendments made to the Bye-laws of the Calcutta Wheat and Seeds Association, the same having been previously placed on the Notice Board of the Association pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

#### Amendments

**Bye-law 1(12)**—The words 'issuing the delivery order' to be substituted in place of the words 'delivery according to the contract', occurring in lines 1 and 2 of clause (12) of Bye-law 1.

**Bye-law 1(32)**—Delete the words 'and who has not ceased to be the member of the Association'.

**Bye-law 1(33)**—Delete the existing clause and substitute in its place, the following:

"Non-working Member means any existing Member who is not a working Member. Such a non-working Member shall have to become a Working Member within three years from the date of recognition of the Association for forward trading in linseed, failing which, he shall ipso-facto cease to be a Member of the Association".

**Bye-laws 2 to 12**—To be deleted.

**Bye-law 74**—To be deleted; and instead, after bye-law 176, add the following new bye-law:

"176A 1. Refraction in the goods tendered shall be as under:

- (a) Refraction upto 5 per cent to be treated as good and the buyers have to pay for the full quantity taken delivery of;
- (b) Excess of refraction above 5 per cent upto 9 per cent to be treated as refraction and allowance to be made for such excess only;
- (c) Excess of refraction above 9 per cent to entitle the buyer to claim an additional allowance at the rate of two annas per maund besides the allowance as receivable according to the preceding clause (b) above.

2 Foreign matter (dirt, dead seeds and all non oleaginous impurities) to be treated as dirt i.e. valueless and included in refraction.

3. Other oilseeds (oleaginous impurities); Oil-seeds other than linseed (except castorseed) to be reckoned as half dirt upto 4 per cent and full dirt over 4 per cent. Castorseed to be treated as dirt.

4. Damaged Seeds—1 md. per 100 mds. to be treated as good; over this but upto 6 mds. per 100 mds;—one md. to be treated as good and, of the balance, half to be treated as good and the remaining half as refraction. Over 6 mds;—the entire damaged seed in excess thereof to be treated as refraction."

**Bye-law 123(a)**—The words "are recommended to", occurring in line 6 may be substituted by the word "shall".

**Bye-law 131**—The words "a hedge contract" to be substituted in place of the words "hedge contracts", occurring in line 1 of Bye-law 131.

**Bye-law 131(b)&(g)**—The words "hedge contract" to be substituted in place of the words "hedge contracts", occurring in clauses (b) and (g) of Bye-law 131.

**Bye-law 132**—The words "Hedge Contract" to be substituted in place of the words "Hedge Contracts", occurring in Bye-law 132.

**Bye-law 133**—To be deleted.

**Bye-law 134**—The words "hedge contract" to be substituted in place of the words "hedge contracts", occurring in Bye-law 134.

**Bye-law 145**—The words "hedge contract" to be substituted in place of the words "hedge contracts", occurring in Bye-law 145.

**Bye-law 151**—The word "goods" to be substituted in place of the word "Oilseeds", occurring in line 2 of Bye-law 151.

**Bye-law 157**—The word "goods" to be substituted in place of the word "Oilseeds", occurring in line 3 of Bye-law 157.

**Bye-law 169**—The figure and word "10 tons" to be substituted in place of the figure and word "20 tons".

**Bye-law 173**—The word "Goods" to be substituted in place of the word "Oilseeds", occurring in line 1 of the Bye-law.

**Bye-law 194(a)**—The word "surveyors" to be substituted in place of the word "surveyor", occurring in line 3 of the Bye-law.

**Bye-law 202**—The word "goods" to be substituted in place of the word "oilseeds", occurring in line 1 of the Bye-law.

**Bye-law 209A**—After Bye-law 209, add the following new Bye-law:

"209A. The Clearing House Committee shall consist of at least 5 members from time to time appointed by the Board, who shall determine their quorum and the period during which they are to hold office. The Board may fill any vacancy in this Committee as it occurs.

All the members of the Clearing House Committee must be members of the Association or duly authorised representatives of members.

No member shall have more than one representative on the Clearing House Committee."

**Bye-law 216**—The words "hedge contract" to be substituted in place of the words "Hedge Contracts", occurring in line 2 of the Bye-law.

**Bye-law 225**—In place of the existing Bye-law, substitute the following:

"225. Notwithstanding anything contained in these bye-laws the Board shall have the power, at any stage and from time to time, to postpone or alter to a fixed date or dates, settlement days, inward payment dates, outward payment dates in respect of differences, which is in favour of either seller or buyer or both, dates for the fixation of settlement rates etc."

**Bye-law 231**—The words "in duplicate (one copy for the use of the Association and the other for the use of the Forward Markets Commission)" to be inserted after the words "statements" and before the word "in", occurring in line 2 of clause (1) of Bye-law 231.

**Bye-law 273**—Delete the whole clause beginning with the words "The said Margin ....." and ending with the words "as envisaged below", occurring in paragraph 1 of Bye-law 273 and substitute, in its place, the following:

"The said margin calculated as follows, shall be payable on the net open position as at the close of business on the day preceding the fixation of settlement rates."

**Bye-law 275**—The words "hedge contract" to be substituted in place of the words "hedge contracts", occurring in line 1 of sub-clause (a) (i) of clause (1) of Bye-law 275.

**Bye-law 276**—To be deleted.

**Bye-law 281**—Re-number the existing Bye-law 281 as 281(a) and add the following new sub-clause (b):

"(b) If a resolution is passed as aforesaid under sub-clause (a) declaring that such an emergency exists and the Forward Markets Commission intimates its agreement with the same as aforesaid, the Board shall act in the manner set forth in Bye-law 279".

**Bye-law 282(b)**—The word and figure "Bye-law 279" to be substituted in place of the words "preceding bye-laws", occurring in the last line of clause (b) of the Bye-law.

**Bye-law 285**—Delete clause (b) of existing Bye-law 285 and substitute, in its place, the following:

"(b) In particular, and without prejudice to the generality of the foregoing power, such information may relate to the following matters:

- (i) Contracts entered into by a working member either in his own name or through another working member on his own account;
- (ii) Contracts entered into by a working member on behalf of his clients;
- (iii) Business of non-working members appropriated by working member to himself;
- (iv) Contracts entered into by a working member on behalf of each individual client."

**Bye-law 312**—The words "Terms of contract and forms of contract of linseed shall be as provided in the relevant terms of contract and forms of contract in the Appendix which shall form part of the Bye-laws", occurring in lines 1, 2 and 3 of the Bye-law, to be deleted.

**Bye-law 315**—Delete Clause (b) of Bye-law 315 and substitute, in its place, the following:

"(b) every such member to whom sums are due on account of the differences in respect of his transactions on the settlement day shall submit his statement showing his receivable amount less by 2 Naye Paise per cent which shall be collected by the Association on account of "Bitti" (dharmada). The realisations thus made shall be paid exclusively to the Calcutta Pinjarapole Society and the Board shall not disburse the collections on any other account".

**CHHAJURAM LADIA**

*Vice President*

*The Calcutta Wheat and Seeds Association*

**THE MADHYA PRADESH COMMERCIAL EXCHANGE LTD., AKOLA**

#### NOTIFICATION

*Akola, the 4th December 1959*

The approval of the Secretary, Forward Markets Commission, under Sub-Section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with S.O. No. 2462, dated the 24th November 1958, has

been obtained to the following amendment made to the Bye-laws of the Madhya Pradesh Commercial Exchange Ltd., Akola, the same having been previously placed on the Notice Board of the Exchange pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

#### Amendment

In Bye-law 210, for clause (7), the following shall be substituted, namely:—

"(7) The deposit paid under this Bye-law shall be repayable wholly if the prices of the Hedge Contract shall have continued to remain below or above the marginal line referred in Sub-Clauses (1) and (2) hereof respectively for a continuous period of four weeks at the end of such period."

S. H. PARIKH

*Secretary*

*The Madhya Pradesh Commercial Exchange Ltd.  
Akola*

#### NOTIFICATION BY THE EAST INDIA COTTON ASSOCIATION LIMITED, BOMBAY

The approval of the Secretary, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with No. S.O. 2462 dated the 24th November 1958 has been obtained to the following amendments being made to the By-laws of the East India Cotton Association Ltd., Bombay, the same having been previously placed on the Notice Boards of the Association pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

For Bye-law 37, the following shall be substituted, namely:—

"37. (1) **Super Appeal Committee**—The Board shall from time to time constitute a Super Appeal Committee consisting of five persons who shall either be members or authorised or nominated representatives of members, one of whom shall be the Chairman of the Board, who shall be Chairman of the Committee. Out of the remaining four persons, two persons shall be chosen by drawing lots and they, including the Chairman, shall form the Super Appeal Committee for the day, irrespective of whether or not a member so chosen had his turn the previous day. If the Chairman is not available then three persons chosen as above, shall nominate the Chairman of the Committee for the day. If a member of the Super Appeal Committee is interested in any appeal, another member of the Committee out of the remaining number shall be chosen to dispose of that appeal. If the requisite number of members is not available then the Chairman and in his absence the person or persons chosen for the day shall be entitled to nominate a person or persons temporarily to be a member or members of the Committee. If any vacancy arises in the Super Appeal Committee, the same shall be filled by the Board. The Super Appeal Committee shall regulate its own proceedings. Every decision of the Super Appeal Committee shall, in the event that the members of the Committee are not unanimous, be by a majority vote and the award given unanimously or by a majority shall be in writing and signed by the Chairman of the Committee.

(2) The function of the Super Appeal Committee shall be to decide appeals against awards of the Panel of Surveyors. An appeal shall lie to such Committee from the award of the Panel of Surveyors in respect of Hedge, Delivery and Ready Contracts.

(a) In respect of Hedge Contracts such appeal shall be lodged with the Secretary before 12-30 P.M. on the next working day following such award accompanied by a fee of Rs. 250. Each member of the Super Appeal Committee present at the hearing shall receive out of such fee Rs. 25. The balance thereof shall belong wholly to the Association provided that if the appeal is successful or validly withdrawn before the commencement of its hearing, the sum of Rs. 125 shall be refunded to the appellant.

(b) In the respect of Delivery and Ready Contracts, such appeal shall be lodged with the Secretary before 12-30 P.M. on the next working day following such award except in the case of an arbitration in which at least one of the parties is from any place in India outside Bombay in which case the appeal shall be lodged with the Secretary before 12-30 P.M. on the fifth day following such award. The fee at the rate of Rs. 5 per bale subject to a minimum fee of Rs. 100 and a maximum fee of Rs. 250 for such appeal shall be paid in advance by

the appellant. Each Member of the Super Appeal Committee present at the hearing of such appeal shall receive out of such fee ten per cent of the amount so paid. The balance thereof shall belong wholly to the Association provided that if the appeal is successful or validly withdrawn before the commencement of its hearing one half of the fee paid shall be refunded to the appellant."

*In By-law 41(a)(i)—*

I. For the letters and figures "Rs. 16" and "Rs. 8" the letters and figures "Rs. 25" and "Rs. 12.50" respectively shall be substituted.

II. The following words shall be deleted, namely:—

"subject however to modification by the Board from time to time within the limit of a minimum of Rs. 10 and a maximum fee of Rs. 50 per 55 bales".

*In By-law 41(a)(ii)—*

I. For the letters and figures "Rs. 34" and "Rs. 20" the letters and figures "Rs. 50" and "Rs. 30" respectively shall be substituted.

II. The following words shall be deleted, namely:—

"subject to modification by the Board from time to time within a limit of a minimum fee of Rs. 30 and a maximum fee of Rs. 80 per 55 bales."

*In By-law 41(c)(i)—*

For the letters and figure "Rs. 32" the letters, figures and words "Rs. 50 for the first 55 bales or less, and Rs. 25 for every additional 55 bales or less" shall be substituted.

*In By-law 41—*

The following clause shall be added, namely:—

"(d) The Board shall have power to modify from time to time any of the fees payable under this By-law and By-law 37."

*In By-law 60A—*

Following clause shall be added, namely:—

"(4A) Notwithstanding anything to the contrary contained in By-law 107, in the case of a lot tendered against Hedge Contract being finally passed in arbitration and on the scale some bales are set aside as inferior in quality to stamped bales and rejected in arbitration under By-laws 106 and 107, the buyer shall be bound to take bales of the same description of any station if the seller offers to substitute them subject to quality arbitration of such bales with the allowance, if any, not exceeding rejection, awarded in arbitration. Two certificates shall be issued. The buyer shall be entitled to re-tender the lot with two certificates, which the subsequent buyer shall be bound to weigh over without any re-arbitration. In case the seller does not offer to substitute the inferior bales, the buyer shall take delivery of the sound bales and reject and invoice back the inferior bales together with a penalty of Rs. 5 per candy upto 20 per cent of the lot and of Rs. 10 per candy if in excess of 20 per cent of the lot. The bales taken delivery of by the buyer shall be certified and he shall be entitled to complete the lot by substituting bales of the same description of any station from his stock and re-tender the lot, subject to quality arbitration of the substituted uncertified bales only. If the substituted bales are passed finally in arbitration, those bales shall be certified and the buyer shall be bound to weigh over the lot with the allowance, if any, awarded in arbitration which he shall be entitled to re-tender with the two certificates. If the substituted bales are not finally passed in arbitration, the buyer shall be bound to weigh over the remaining certified bales and invoice back the substituted bales together with a penalty of Rs. 5 per candy upto 20 per cent of the lot and of Rs. 10 per candy if in excess of 20 per cent of the lot".

For By-law 72—The following shall be substituted, namely:—

"72. In the case of Delivery Contracts, the appellant under By-law 36 or 37, shall give notice of his appeal to the opposite party before 12.30 P.M. on the day following the day on which the arbitration or appeal against survey award was concluded except in the case of an arbitration in which at least one of the parties is from any place in India outside Bombay, in which case before 12.30 P.M. on the fifth day following the day on which arbitration or appeal against survey award was concluded."

*In By-law 212II(i)—*

For the letters and figures "Rs. 40" and "Rs. 20" the letters and figures "Rs. 60" and "Rs. 30" respectively shall be substituted.

*In the Appendix to the By-laws—*

I. In the Forms for Delivery Contracts—Forms A—the word "fortnightly" shall be deleted, and for the figures and letters "66A(a)(3)", the figure and letter "66A" shall be substituted.

II. In the Forms for Delivery Contracts—Forms B—the word "fortnightly" shall be deleted.

D. G. DAMLE

Assistant Secretary

The East India Cotton Association Limited

The Cotton Exchange,

Marwari Bazar,

Bombay No. 2.

3rd December 1959.

#### CHANGE OF NAME

The change of name in respect of the undermentioned Air Force Officer is approved vide Air HQ letter Air HQ/21901/5613/PO2, dated 28th September 1959

Rank—Plt. Offr.

Old Name—K. S. Sundaram.

New Name—S. Kalyanasundaram.

Personal No.—5613.

Branch—Tech/Eng.

#### CHANGE OF NAME

I, KUMBHA RAMUDU, son of K. Balanna, native of Proddatur, Cuddapah Dist., shall henceforth be known as "KUMBHA GURU RAM PRASAD".

HYDERABAD;

The 31st December 1959.

KUMBHA RAMUDU

#### CHANGE OF NAME

"Y. Veeraswamy shall henceforth known as Y. V. Swamy."

#### CHANGE OF NAME

Jamuna Baitha, Clerk, DEE's Office, Jamalpur (Monghyr) has assumed a new name Jamuna Prasad Vaishyantry.

#### CHANGE OF NAME

I. G. ENAMBARAM, Clerk, C.W.M.'s. Office, S. Rly. Madras-23, shall henceforth be known as G. VIJOY ANAND.

#### CHANGE OF NAME

##### DEED, CHANGING A SURNAME

By this deed I, the undersigned L. Manjnathaiah, now lately called B. L. Manjunath employed as Sub Post Master at Aldur subject do hereby.

(1) For and on behalf of myself and my wife and children and remoter issue wholly renounce, relinquish and abandon the use of my former surname of L. MANJANATHAIAH only and in place thereof do assume from the date hereof the surname of B. L. MANJUNATH and so that I and my wife and children and remoter issue may hereafter be called known and distinguished not by my former surname of L. MANJANATHAIAH and by my assumed surname of B. L. MANJUNATH.

(2) For the purpose of evidencing such my determination declare that I shall at all times hereafter in all records, deeds and writings and in all proceedings dealings and transactions as well private as public and upon all occasions whatsoever use and sign the name of B. L. MANJUNATH as my surname in place of and in substitution for my former surname of L. MANJANATHAIAH, only.

(3) Expressly authorise and request all persons at all times hereafter to designate and address me and my wife and children and remoter issue by such assumed surname of B. L. MANJUNATH accordingly.

In witness whereof I have hereunto subscribed my former and adopted names of L. MANJANATHAIAH and B. L. MANJUNATH and affixed my seal this 1st January 1960.

Former name—L. MANJANATHAIAH

Assumed name—B. L. MANJUNATH

#### CHANGE OF NAME

Dr. S. Aswatha Narayana Murthy, Southern Railway, shall henceforth be called as Dr. S. A. N. Murthy.

#### CHANGE OF NAME

Hereinafter I shall be known for all purpose as: DAULAT JAIVANT GHAVANE, in place of MARUTI DAGDOO GHAVANE.

#### CHANGE OF NAME

Under the provisions of para 4 of AI 196/51 S/Lt. Col. PISAL PANDURANG (IC 891) 4 MARATHA is permitted to change his name to PANDURANG KRISHNARAO PISAL (PK PISAL).

Authority—Army Headquarters letter No. 02809/386/MS3C dated 31st August, 1959.

Station—FIELD.

Date, 21st October 1959.

(PK PISAL)

Lt. Col.

Commander 4th Bn. the Maratha Light Infantry

#### CHANGE OF NAME

By this notification, I, the undersigned Nathoolal Pakhre, now lately called as Nathoolal, do hereby declare to relinquish my former name and do assume the new name and I may be distinguished not by my former name but by my assumed name.

NATHOOLAL PAKHRE

#### CHANGE OF NAME

Present—A. Fakruddin. Proposed—A. M. Faqrudin.

#### CHANGE OF NAME

Old Name—O. Yallamanda.

New Name—Gogula Yallamanda.

#### CHANGE OF NAME

Old Name—E. Somaiah.

New Name—Mittachala Somaiah.

#### CHANGE OF NAME

Old Name—G. Joseph. New Name—Chilaka Joseph.

#### CHANGE OF NAME

For Hem Raj son of Shri Nathu Ram.

Read Hem Raj Bangia son of Shri Nathu Ram Bangia.

#### NOTICE

In the matter of Janvani Press and Publications Ltd.  
(In Liquidation)

Notice is hereby given pursuant to Section 509 of the Companies Act, 1956 that a meeting of the Members and Creditors of the above company will be held at the offices of M/s Chatterjee & Chatterjee, Chartered Accountants, Lajpat Rai Road, Varanasi, on 24th March 1960, at 4 P.M. in the afternoon.

A. CHATTERJEE  
Chartered Accountant  
Liquidator